in its scope, and a better statement of it would be that the plaintiff can recover if the defendant failed to take reasonable precautions to see that the place provided for the passenger's alighting was a safe one for that purpose. *Foley* v. *Brunswick Traction Co.*, 66 N. J. L. 637; *Leveret* v. *Shreveport Belt R. R. Co.*, 110 La. 399; *Richmond City R. Co.* v. *Scott*, 86 Va. 902. Even if a traction company is under no direct obligation to repair and keep the streets in which its tracks are laid in a safe condition, still it must exercise proper care and not stop its cars at places where it is not safe for a passenger to alight. *Leveret* v. *Shreveport Belt R. Co.*, supra; *Stewart* v. *St. Paul City R. Co.*, 78 Minn. 85. In the principal case, the court does not consider whether D. used proper care or not in selecting a place for the passenger to alight, since the railway company has been found guilty of a breach of a statutory duty to keep the streets safe, of which the injury was the direct result.

WATERS AND WATER COURSES—APPLIANCES—WATER COMPANY'S LIABILITY.—Action against a water company, to recover damages for injury sustained by plaintiff's tripping over the end of an iron pipe which protruded five inches above the surface of a path in the sidewalk space. Plaintiff claims that the water company owed to pedestrians the duty to keep the path free from obstructions by way of defective water appliances. The water company maintains that the pipe in question belonged to and was under the control of the property owner, who alone is chargeable in law with the duty of keeping it in repair. Under authority of a city ordinance, defendant company compelled the water consumer to pay all the expenses of conducting the water from the street main to his premises. *Held*, that since the property owner had installed the service pipe, meter, etc., those appliances belong to him as appurtenances to his realty; it is a fair regulation to compel each consumer to pay such expenses; and as between the property owner and the water company, the burden is on the property owner to keep such appliances in repair. *Fisher* v. *St. Joseph Water Co.* (1910), — Mo. App. —, 132 S. W. 288.

The authorities are in conflict on the proposition whether or not it is a reasonable regulation to impose on the consumer the burden of making connection between his premises and the street main. The principal case holds with *State* v. *Gosnell*, 116 Wis. 606, 93 N. W. 542, 61 L. R. A. 33, in following the English rule laid down in the Court of Appeal in 1882, *Sheffield Waterworks Co.* v. *Bingham*, L. R. 25 Ch. Div. 443. The English court says "The consumer is the only person who must measure the water. He is, indeed, the only person who can measure it, because the company do not know either at what time, or under what circumstances, or in what quantity he may be minded at any moment to take the water for the use of the bath;—every consumer is bound to measure the water which he takes, and to keep a record of it, and to inform the company how much he has taken and how much he is liable to pay for." The consumer must pay in the long run; it is only fair that each consumer should pay the construction expenses relating exclusively to his own service. Since it was reasonable to compel the consumer to install

the meter and other appliances they should belong to him as appurtenances of his realty. *Philbrick* v. *Ewing*, 97 Mass. 133; *Mulrooney* v. *Obear*, 171 Mo. 613, 71 S. W. 1019. Neither of these cases is closely in point with the principal case; in fact there seems to have been no previous adjudication on that precise question. In the Massachusetts case above cited, a property owner had laid a water pipe from a street main, across the property of another, to his own house, for domestic purposes. He sold his house and lot, making no mention in the deed of the water supply. After executing the deed, the vendor cut off the pipe at the boundary of the land he had sold, and dug it up from there to the highway where it joined the main. In a tort action by the vendee, it was held that the pipe so dug up was a fixture appurtenant to the house, and passed by the deed to the purchaser. In the principal case, since the stop-box and meter were the property of the land owner, as appurtenant to the realty, the burden of maintaining and repairing them was clearly his, and the plaintiff, injured by the protruding pipe, had no cause of action against the water company.

WILLS—CONSTRUCTION—REVOCATION—DOUBTFUL INTENTION.—The testator appointed Bowyer Nichols one of his executors and gave him a legacy of one thousand pounds and also one-third of the residue of his real and personal estate. About one year after making the will, a codicil was made which, with other clauses contained a clause reciting the appointment of Nichols and the gift of the legacy to him and concluded: "Now, I hereby revoke the appointment of the said Bowyer Nichols as such executor and also the legacy of one thousand pounds given to him as aforesaid and I appoint Harry Freeman * * * to be an executor of my said will in the place of the said Bowyer Nichols and I give to the said Harry Freeman a legacy of two hundred pounds free of legacy duty for his trouble in acting as such executor, and I declare that my said will shall be construed and take effect as if the name of the said Harry Freeman were inserted in my will throughout instead of the name of the said Bowyer Nichols." Summons was taken out to determine whether Bowyer Nichols or Harry Freeman was entitled to the share of testator's residuary estate which was given to Bowyer Nichols by the will. *Held*, the codicil does not operate as a revocation of the residuary legacy to the first-appointed executor. The substitution of the one name for the other applies only to the matter which precedes, that is, to the appointment of the substituted executor and the change in the amount of his legacy. *Freeman In re; Hope* v. *Freeman* (1910), 79 L. J. Ch. 678.

The case strongly supports the general rule that a clear gift can be taken away only by a clear revocation. It does not seem reasonable that the testator, had he intended to revoke all gifts to Nichols, would have expressly revoked one which was small in comparison to the residuary legacy and left that larger one to be revoked by inference. The word "throughout" may reasonably be construed to mean throughout for the purpose then in hand, namely, to give the substituted executor the same powers as executor and trustee as Nichols had before the change. The lower court based its decision of the principal case on *Re Percival; Boote* v. *Dutton*, 59 L. T. 21